

**CORPORATE INTEGRITY AGREEMENT
NISSIM INSTITUTIONAL PROVIDERS
HOWARD WEISS**

This **CORPORATE INTEGRITY AGREEMENT** ("Agreement"), is entered into between Howard Weiss ("Weiss"), Nissim Institutional Providers ("Nissim"), and the Office of Inspector General of the United States Department of Health and Human Services ("HHS/OIG"). Pursuant to this Agreement, Nissim and Weiss agree to undertake the compliance obligations outlined below.

I. Preamble

Nissim and Weiss agree to implement a Corporate Integrity Program ("Program") to prevent fraud, abuse, and false billing to Medicare, Medicaid, and all other Federal health care programs¹ by Nissim, its officers, directors, employees, independent contractors and third parties who are directly involved in or responsible for the submission of claims to Medicare or Medicaid, or in the creation of billing policies or procedures. The Program shall be maintained so as to ensure Nissim and each of its directors, officers, employees and contractors maintain the business integrity required of a participant in Medicare, Medicaid and other Federal health care programs, and that Nissim is in compliance with all laws and regulations applicable to such programs and with the terms of the Agreement set out below.

II. Corporate Integrity Program

The period of future compliance obligations assumed by Nissim and Weiss under this Agreement shall be five (5) years from the date of execution of this Agreement. The annual submissions required under the Agreement shall be submitted on the anniversary date of the execution of this Agreement. All reports and notifications required under this Agreement shall be sent to: ATTN: Office of Counsel to the Inspector General, Civil Recoveries Branch - Compliance Unit, Office of Inspector General, U.S. Department of Health and Human Services, Cohen Building Room 5527, 330 Independence Avenue, S.W., Washington, D.C. 20201 (202) 619-2078.

Nissim and Weiss agree to implement the following Program within 30 days of the date of execution of this Agreement, unless otherwise specified below:

¹This term, as used throughout this Agreement, is defined in 42 U.S.C. § 1320a-7b(f), section 1128B(f) of the Social Security Act.

A. Corporate Compliance Officer

Weiss agrees to assume the duties of corporate compliance officer to ensure that this Agreement is implemented and adhered to as required herein. Weiss will have the responsibility of ensuring that all reporting requirements have been met and will personally sign any and all certifications under the penalty of perjury:

B. Annual Audits

Nissim and Weiss agree to implement and assume the cost of an annual review of all billing practices. Nissim shall contract with an appropriately trained individual or individuals, such as an accounting or law firm, that has expertise in Medicare and Medicaid reimbursement, to: 1) audit on an annual basis all Medicare and Medicaid claims (based upon a statistically valid sample); 2) review the policies adopted by Nissim to ensure they are consistent with all applicable Medicare and Medicaid statutes, regulations, and program manual requirements; and 3) conduct a review to ensure this Agreement has been properly implemented. Failure to perform such an audit and review in accordance with these terms will be considered a breach of this Agreement and, in addition to the consequences set forth herein for such a breach, may also result in the HHS/OIG conducting an audit at the expense of Nissim and Weiss.

A certified copy of the report stating the results of the review shall be sent on an annual basis to the HHS/OIG at the address set forth above. The certification shall be executed by the Corporate Compliance Officer and the firm that undertook the review.

If, at any time, Nissim or Weiss discover any material violations of federal law or regulations concerning Nissim's practices, they will promptly report such a material violation to HHS/OIG. Material violations occur when there are instances involving more than an isolated billing error on a single claim. The report will include: (a) the findings concerning any such material violations; (b) the actions to correct such material violations, including proof that any overpayment has been refunded (with interest, as required by the program); and (c) any further steps that Nissim and/or Weiss plan to take to address such material violations and prevent them from recurring in the future. A corrective action plan to remedy the material violation shall be in place within forty-five (45) days of identification of the material violation. Failure to submit a report notifying HHS/OIG of the material violation will be considered a breach of this Agreement.

C. Policies and Procedures

Nissim shall implement written policies regarding its commitment to ensure compliance with all reimbursement laws and regulations related to providers participating in Medicare, Medicaid, and Federal health care programs and relevant to Nissim's business. Specifically, Nissim shall adopt a policy and procedure that will ensure that only medically necessary items will be supplied and billed to the Medicare, Medicaid, or any Federal health care program. In addition, Nissim shall adopt a policy and procedure that will ensure that there are no inducements, such as free items or services, being offered or provided in exchange for providing items that may be billed to Medicare, Medicaid, or any Federal health care program.

These policies and procedures shall be distributed to each employee and any contractor who has responsibility for the management, administration, sales, or billing for Nissim. They shall also be submitted to the address set forth above within 45 days of the date this Agreement is executed.

D. Information and Education

Nissim shall establish and maintain an information and education program. The program shall be designed to ensure that each officer, director, employee, and contractor is aware of: 1) Nissim's commitment to adhere to all applicable reimbursement laws, specifically Medicare and Medicaid laws, regulations, and policies; 2) the provisions of this Agreement, including consequences to Nissim that will ensue from any violation of such requirements; and 3) the fact that disciplinary action, including possible termination, will be taken by Nissim should an employee not adhere to the requirements of this Agreement or fail to take action that will ensure compliance with the reimbursement laws, regulations, and policies. Each officer, director and employee shall receive at least one hour of training each year. All officers, directors, and employees shall be retrained annually and any new officers, directors or employees shall be trained within seven (7) days of the effective date of their employment.

A schedule and topic outline of the training shall be submitted to the address set forth above within 45 days following the execution of this Agreement. A list of employees and a certification that they all attended the training, shall be included in the annual report submitted to HHS/OIG.

Nissim shall also post in conspicuous places throughout all places of business, a sign that states that should an employee or contractor become aware of any practices or billing procedures deemed by the employee or contractor to be inappropriate that the employee or contractor should call the OIG fraud hotline at 1-800-HHS-TIPS (1-800-447-8477).

E. Dealing with Excluded or Convicted Persons or Entities.

Nissim shall not employ, with or without pay, or enter into a contract or business relationship with any individual or business entity whom Nissim knows or should have known: 1) has been convicted of a criminal offense which would trigger an exclusion pursuant to 42 U.S.C. § 1320a-7(a) or 42 U.S.C. § 1320a-7(b), unless that individual or entity has been reinstated; or 2) is listed by a federal agency as currently suspended, debarred, excluded or otherwise ineligible for federal program participation. In order to carry out this requirement, Nissim agrees to make reasonable inquiry into the status of any potential employee, agent, or contractor, including review of HHS/OIG Cumulative Sanctions Report (accessible on the OIG's website at: [HTTP://WWW.DHHS.GOV/PROGORG/OIG](http://www.dhhs.gov/progorg/oig)) and the General Services Administrative (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs (accessible on the Internet at: [HTTP://WWW.ARNET.GOV/EPLS](http://www.arnet.gov/epl)).

III. OIG Inspection, Audit and Review Rights

In addition to any other right that HHS/OIG may have by statute, regulation, contract or pursuant to this Agreement, HHS or its duly authorized representative(s) may examine any of Nissim's non-privileged books, records, and other company documents and supporting materials for the purpose of verifying and evaluating: (a) Nissim's compliance with the terms of this Agreement; (b) Nissim's business conduct in its dealings with the United States Government, or any agencies or agents thereof; and (c) Nissim's compliance with the requirements of the Medicare and Medicaid programs and other Federal health care programs. The documentation described above shall be made available by Nissim at all reasonable times for inspection, audit or reproduction. Furthermore, for purposes of this provision, HHS or its authorized representative(s) may interview any Nissim employee who consents to be interviewed at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the employee and HHS.

IV. Document and Record Retention

Nissim shall maintain for inspection all documents and records relating to this agreement, Medicare and Medicaid

reimbursement, and any other Federal health care program, for a period of at least six (6) years following the execution of this Agreement.

V. Breach and Default Provisions

Compliance by Nissim and Weiss with the terms and conditions of this Agreement shall constitute an element of their present responsibility with regard to participation in Medicare, Medicaid and Federal health care programs. A breach of any of the obligations under this Agreement may constitute a separate cause for exclusion, subject to any relevant defenses.

In the event that HHS/OIG believes Nissim and/or Weiss has breached one or more of the obligations under the Agreement, or that a material violation has occurred, HHS/OIG shall notify Nissim and/or Weiss of the alleged breach by certified mail, specifying the nature and extent of the alleged breach. Nissim will have thirty (30) days from receipt of the notice to: (a) cure said breach; or (b) otherwise satisfy the government that (1) there is full compliance with this Agreement or (2) the breach cannot be reasonably cured with 30 days, but that action has been taken to cure the breach and such action is being pursued with diligence.

If, at the end of the thirty (30) day period described above, HHS/OIG determines that Nissim and/or Weiss continues to be in breach of one or more of its obligations under this Agreement, and that Nissim and/or Weiss is not taking appropriate action to cure such breach, HHS may, through its Office of Inspector General, declare Nissim and/or Weiss to be in default of this Agreement and may seek to exclude or suspend Nissim and/or Weiss from participation in Title XVIII (Medicare) program, the Title XIX (Medicaid) program and other Federal health care programs until such time as Nissim and/or Weiss has fully cured such material breach or otherwise satisfied HHS in accordance with the provisions hereof. The document stating HHS/OIG's intention to exclude shall be hereafter referred to as the "Notice of Intention to Exclude Letter." In the event Nissim and/or Weiss fully cures the breach or otherwise satisfies HHS/OIG, there shall be promptly reinstatement of the appropriate party, retroactive to the date of the cure.

Upon receipt of HHS/OIG's-Notice of Intention to Exclude Letter, Nissim and/or Weiss shall be entitled to the due process afforded a provider under 42 U.S.C. section 1320a-7(f). Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a breach of this Agreement shall be: (1) whether there was a breach of one or more of the obligations under this Agreement at the time of and as specified in the Notice of Intention to Exclude Letter; (2)

whether such breach was continuing on the date on which HHS/OIG notified Nissim and/or Weiss of its proposal to exclude; and (3) whether Nissim and/or Weiss failed to cure the breach or otherwise satisfy HHS/OIG within thirty (30) days after receiving notice thereof from HHS/OIG. Once there has been a decision by an Administrative Law Judge to exclude Nissim and/or Weiss, any reinstatement must be done in accordance with 42 C.F.R. § 1001.3001.

VI. Modification


Nissim, Weiss, and HHS/OIG agree that any modification to this Agreement must be made by written consent of the undersigned.

VII. Applicability

The corporate integrity requirements set forth in this paragraph shall apply to any successor corporation, including a new company formed by an asset purchase, regardless of whether a new provider number is sought. It shall also apply to any company or business arrangement entered into by Howard Weiss whereby Howard Weiss is a majority shareholder, owner, has a controlling interest, or is a managing employee (as this term is defined in 42 C.F.R. § 1001.1001(a)(ii)(F)).

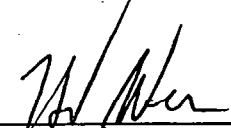
IN WITNESS WHEREOF, the parties hereto affix their signatures

12-17-97
Date




Lewis Morris
Assistant Inspector General for
Legal Affairs
Office of Counsel to the Inspector General

12-2-97
Date



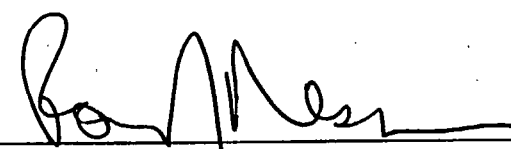
Howard Weiss, individually and as
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(818) 892-4555

12-2-97
Date



Martin Weiss as representative for Nissim
Institutional Providers

12/2/97
Date



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(213) 620-1555

IN WITNESS WHEREOF, the parties hereto affix their signatures

Date

Lewis Morris
Assistant Inspector General for
Legal Affairs
Office of Counsel to the Inspector General

Date

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representative for Nissim Institutional
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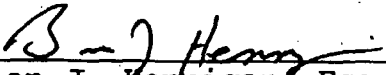
Date

Martin Weiss as representative for Nissim
Institutional Providers

Date

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